

ASSIGNMENT OF TRADEMARKS AND OTHER RIGHTS

This Assignment (“Assignment”) is entered into on April 8, 2010 by **DOLLIE MCFARLAND, TERRI L. MCAULIFF** and **JOE R. JOHNSON**, individually, jointly and severally, and their successors and assigns (“Assignors”) in favor of **Original Rex, LLC**, an Oklahoma limited liability company (“Assignee”) with full authority, intending to be legally bound.

Whereas, Terri L. McAuliff and Joe R. Johnson are adult children of Dollie McFarland; and

Whereas, Assignee was formed by and is owned exclusively by Assignors; and

Whereas, in 1974, Dollie McFarland and her husband, Vernon McFarland, founded, created, established and began operating a chain of restaurants in Oklahoma using the name “REX”; and

Whereas, in 1976 McFarland Distributors, Inc. (“MDI”) was formed to own and operate the Rex Chicken restaurants; and

Whereas, Dollie McFarland served as President of MDI from and after May 1, 1988 when Vernon died; and Terri L. McAuliff and Joe R. Johnson were Vice Presidents of MDI; and

Whereas, Dollie McFarland and MDI formed Rex Franchising Systems, Inc., an Oklahoma corporation (“RFS”), in order to franchise the Rex Chicken restaurant concept; and

Whereas, on January 29, 1991, MDI obtained a federal trademark registration of the mark “REX with crown design” (“REX Mark”) for use in connection with restaurant and catering services from the United States Patent and Trademark Office, Registration No. 1633536, which registration is still active and in effect; and

Whereas, MDI and RFS used the REX Mark and other marks, symbols, designs, domain names, and similar rights in the operation of which include the word “Rex,” whether registered or not (collectively referred to as the “Trademarks”), in connection with operating and franchising the Rex Chicken restaurant concept; and

Whereas, in 1993, MDI sold substantially all its assets used in connection with franchising its Rex Chicken restaurant franchise system to Rex Chicken, LLC, an Oklahoma limited liability company formed for the purpose of purchasing those assets; but MDI through Dollie McFarland, continued to own and operate several Rex Chicken restaurants as a franchisee of Rex Chicken, LLC in Oklahoma until she sold those assets in 2000; and

Whereas, on April 1, 2010, Rex Chicken, LLC and Magnum Foods, Inc., an Oklahoma corporation and an affiliate of Rex Chicken, LLC, assigned to Terri L. McAuliff and Joe R. Johnson: (a) ALL their respective rights, titles, interests and remedies in the Trademarks and in ALL improvements, modifications and revisions in the Trademarks; (b) ALL registrations, extensions, reissues, renewals and reexaminations of the Trademarks; (c) ALL its common law rights in the Trademarks; (d) ALL goodwill associated with any and ALL of the Trademarks; and (e) ALL its rights, titles, interests and remedies, at law or in equity, including without limitation, the right to sue for injunctive relief, actual and punitive damages and costs and all other remedies for the infringement of the Trademarks.

For \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of Trademarks.** Assignors, for themselves individually and for their respective heirs, representatives, successors and assigns, hereby sell, assign, transfer, convey and deliver unto the Assignee: (a) ALL their rights, titles, interests and remedies in the Trademarks and in ALL improvements, modifications and revisions in the Trademarks; (b) ALL registrations, extensions, reissues, renewals and reexaminations of the Trademarks; (c) ALL their common law rights in the Trademarks; (d) ALL goodwill associated with any and all of the Trademarks; and (e) ALL their rights, titles, interests and remedies, at law or in equity, including without limitation, the right to sue for injunctive relief, actual and punitive damages and costs, and all other remedies for the infringement of the Trademarks.
2. **Assignment of Trade Secrets.** Assignors, individually and collectively, hereby also sell, assign, transfer, convey and deliver to Assignee ALL of Assignors' rights in the trade secrets, recipes, specifications, processes and procedures used in the operation of the Rex Chicken restaurant franchise system (collectively, the "Trade Secrets").
3. **Appointment of Attorney in Fact.** Assignors, individually and collectively, hereby appoint Assignee as Assignors' agent and attorney in fact to execute on Assignors' behalf any and all document, instruments, assignments, registrations, applications and conveyances necessary or advisable in order to secure, record and enforce this Assignment. Each Assignor agrees to use its good faith efforts and reasonably to cooperate with and assist Assignee in evidencing of record and perfecting its full ownership of the Trademarks and the Trade Secrets.
4. **Intent of Assignors.** Assignors expressly intend that Assignee and its successors, representatives and assigns shall hereafter own, hold and enjoy the full and same rights, titles, interests, registrations, remedies and entitlements in the Trademarks and the Trade Secrets as Assignors owned prior to this Assignment.

5. **Ownership of Trademarks and Trade Secrets.** Assignors represent and warrant to Assignee that they own all rights, titles and interests in the Trademarks and the Trade Secrets, free and clear of all liens, claims, encumbrances, and all other rights or entitlements of any and every other kind, character and description and have all authority to grant and enter into this Assignment.

Executed with full authority on April 8, 2010.


Joe R. Johnson


Terri L. McAuliff

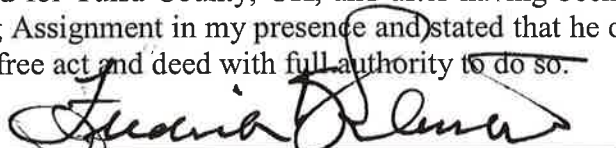

Dollie McFarland

Acknowledgment

State of Oklahoma)
County of Tulsa)

On April 8, 2010 **Joe R. Johnson, Terri L. McAuliff and Dollie McFarland** personally appeared before me, a Notary Public in and for Tulsa County, OK, and after having been duly sworn, each of them executed the foregoing Assignment in my presence and stated that he or she executed the Assignment of his or her own free act and deed with full authority to do so.

April 8, 2010


Notary Public in and for the Tulsa County, OK
My commission expires 1/23/2012
My commission no. is 04000663

